

RECORDATION NO. 20244-1111, N.  
FILED  
DEC 30 '98 10-55 AM

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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

December 30, 1998

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are five (5) copies of each of the following secondary documents, all dated as of December 1, 1998: Lease Supplement No. 5 (GATC Trust No. 96-1), Trust Indenture Supplement No. 5 (GATC Trust No. 96-1), and a Bill of Sale and Partial Release.

The enclosed documents relate to the Equipment Lease Agreement (GATC 96-1), and secondary documents related thereto which were previously filed with the Board under Recordation Number 20244

The names and addresses of the parties to the enclosed documents are:

Lease Supplement No. 5

Lessor: First Security Bank, N A.  
79 South Main Street  
Salt Lake City, Utah 84111

Lessee: General American Transportation Corporation  
500 West Monroe Street  
Chicago, Illinois 60661

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Mr. Vernon A. Williams  
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Trust Indenture Supplement No. 5  
Bill of Sale and Partial Release

Owner Trustee: First Security Bank, N.A.  
79 South Main Street  
Salt Lake City, Utah 84111

Indenture Trustee The First National Bank of Chicago  
One First National Plaza  
Chicago, Illinois 60670

A description of the railroad equipment covered by the enclosed documents is.

one (1) railcar being ADDED to the Lease and Trust Indenture.  
GATX 6328

one (1) railcars being DELETED from the Lease and Trust Indenture:  
GATX 6306

Also enclosed is a check in the amount of \$78 00 payable to the order of the  
Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned

Very truly yours,



Robert W Alvord

RWA/bg  
Enclosures

SURFACE TRANSPORTATION BOARD  
WASHINGTON, D.C. 20423-0001

OFFICE OF THE SECRETARY

Robert W. Alvord

Date: 12/30/98

Alvord and Alvord  
918 Sixteenth Street, NW., Ste. 200  
Washington, DC., 20006-2973

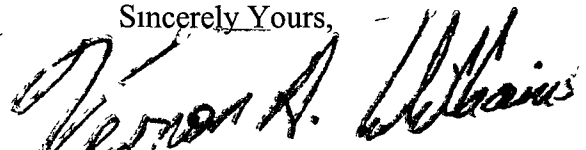
Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of 49 U.S.C. 11301

and 49 CFR 1177.3(c), on 12/30/98 at 10:55AM , and

assigned recordation number(s). 21910, 18103-K, 20244-L, 20244-M, 20244-N,  
21715-A and 21863-A.

Sincerely Yours,

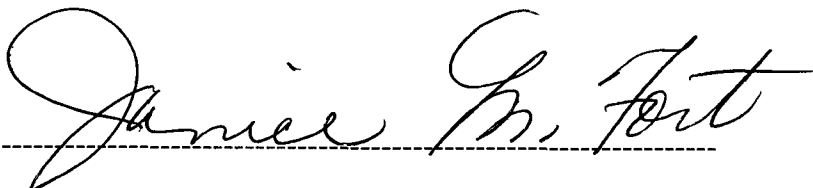
  
Vernon A. Williams

Enclosure(s)

182.00

\$\_\_\_\_\_ The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid. In the event of an error or any questions concerning this fee, you will receive a notification after the Surface Transportation Board has an opportunity to examine your document.

Signature-----



LEASE SUPPLEMENT NO. 5  
(GATC Trust No 96-1)

DEC 30 '98

10-55 AM

This Lease Supplement No. 5, dated as of December 1, 1998, between First Security Bank, N.A., not in its individual capacity but solely as Owner Trustee under the Trust Agreement ("Lessor"), and General American Transportation Corporation, a New York corporation ("Lessee");

Witnesseth:

The Lessor and the Lessee have heretofore entered into that certain Equipment Lease Agreement (GATC Trust No. 96-1) dated as of August 28, 1996 (the "Lease"). The terms used herein are used with the meanings specified in the Lease.

The Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for, among other things, the purpose of particularly describing the Replacement Unit to be leased to the Lessee in substitution for damaged or destroyed equipment previously leased to Lessee.

Now, therefore, in consideration of the premises and other good and sufficient consideration, and pursuant to Section 2 of the Lease, the Lessor and the Lessee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as herein supplemented, the Unit described in Schedule 1 hereto.
2. All of the terms and provisions of the Lease are hereby incorporated by reference in this Lease Supplement to the same extent as if fully set forth herein.
3. To the extent that this Lease Supplement constitutes chattel paper (as each term is defined in the Uniform Commercial Code) no security interest in this Lease Supplement may be created through the transfer or possession of any counterpart hereof other than the counterpart bearing the receipt therefor executed by the Indenture Trustee for the signature page hereof, which counterpart shall constitute the only "original" hereof for purposes of the Uniform Commercial Code.
4. This Lease Supplement shall be governed by and construed in accordance with the internal laws and decisions of the State of New York, *provided, however*, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.

5. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed as of the day and year first above written and to be delivered as of the date first above written.

First Security Bank, N.A., not in its  
individual capacity but solely as Owner Trustee

By: 

Name:

Title: **Janeen R. Higgs**  
**Trust Officer**

General American Transportation Corporation

By: 

Name: Donald J. Schaffer

Title: Vice President

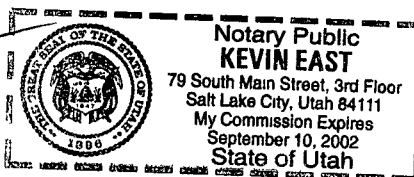
State of Utah )  
 ) SS  
County of )

On this 8<sup>th</sup> day of December, 1998, before me personally appeared Janeen R. Higgs, to me personally known, who being by me duly sworn, say that he/she is Trust Officer of First Security Bank, N.A., that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

*Kevin East*

[Notarial Seal]



My commission expires:

State of Illinois )  
 ) SS  
County of Cook )

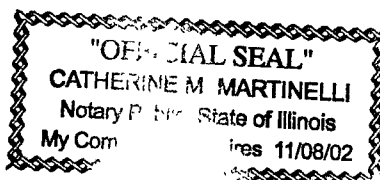
On this 3<sup>rd</sup> day of Dec., 1998, before me personally appeared Danald J. Schaffer, to me personally known, who being by me duly sworn, say that he/she is Vice President of General American Transportation Corporation, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

*Catherine M Martinelli*

[Notarial Seal]

My commission expires:



**SCHEDULE 1**

Car Type	DOT Class	Car Marking
T054	111A100-W-2	GATX 6328